

PHOTOGRAPHIC SIMULATION

VIEW 4



PHOTO TAKEN FROM END OF CHRISTINE TERRACE, LOOKING SOUTHWEST

DISTANCE FROM THE PHOTOGRAPH LOCATION TO SITE IS 0.11 MILE +/-

PHOTOGRAPHIC DOCUMENTATION



VIEW 5

PHOTO TAKEN FROM GIBSON ROAD WEST OF MANSFIELD ROAD, LOOKING NORTHEAST
DISTANCE FROM THE PHOTOGRAPH LOCATION TO SITE IS 0.22 MILE +/-



PHOTOGRAPHIC SIMULATION

VIEW 5



PHOTO TAKEN FROM GIBSON ROAD WEST OF MANSFIELD ROAD, LOOKING NORTHEAST

DISTANCE FROM THE PHOTOGRAPH LOCATION TO SITE IS 0.22 MILE +/-

PHOTOGRAPHIC DOCUMENTATION

VIEW 6



PHOTO TAKEN FROM BURNT PLAIN ROAD AT ALEXANDER ROAD, LOOKING SOUTHWEST - BALLOON IS NOT VISIBLE
DISTANCE FROM THE PHOTOGRAPH LOCATION TO SITE IS 0.25 MILE +/-

VIEW 7



PHOTO TAKEN FROM BURNT PLAIN ROAD ADJACENT TO HOUSE# 327, LOOKING NORTHWEST - BALLOON IS NOT VISIBLE
DISTANCE FROM THE PHOTOGRAPH LOCATION TO SITE IS 0.18 MILE +/-

VIEW 8



PHOTO TAKEN FROM CHRISTINE TERRACE AT CHERYL ANN DRIVE, LOOKING SOUTHEAST - BALLOON IS NOT VISIBLE

DISTANCE FROM THE PHOTOGRAPH LOCATION TO SITE IS 0.20 MILE +/-

VIEW 9



PHOTO TAKEN FROM TERREL DRIVE AT ORANGE AVENUE, LOOKING SOUTHEAST - BALLOON IS NOT VISIBLE

DISTANCE FROM THE PHOTOGRAPH LOCATION TO SITE IS 0.25 MILE +/-

VIEW 10



PHOTO TAKEN FROM MANSFIELD AVENUE AT SINGER TERRACE, LOOKING NORTHEAST - BALLOON IS NOT VISIBLE

DISTANCE FROM THE PHOTOGRAPH LOCATION TO SITE IS 0.33 MILE +/-

Attachment B

Viewshed Map

Viewshed Analysis
Proposed Verizon Wireless
Telecommunications Facility
Milford East
631 Orange Avenue
Milford, Connecticut

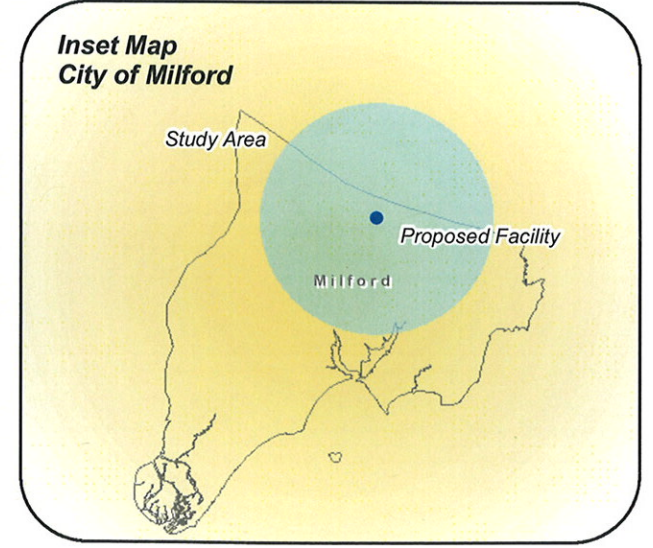
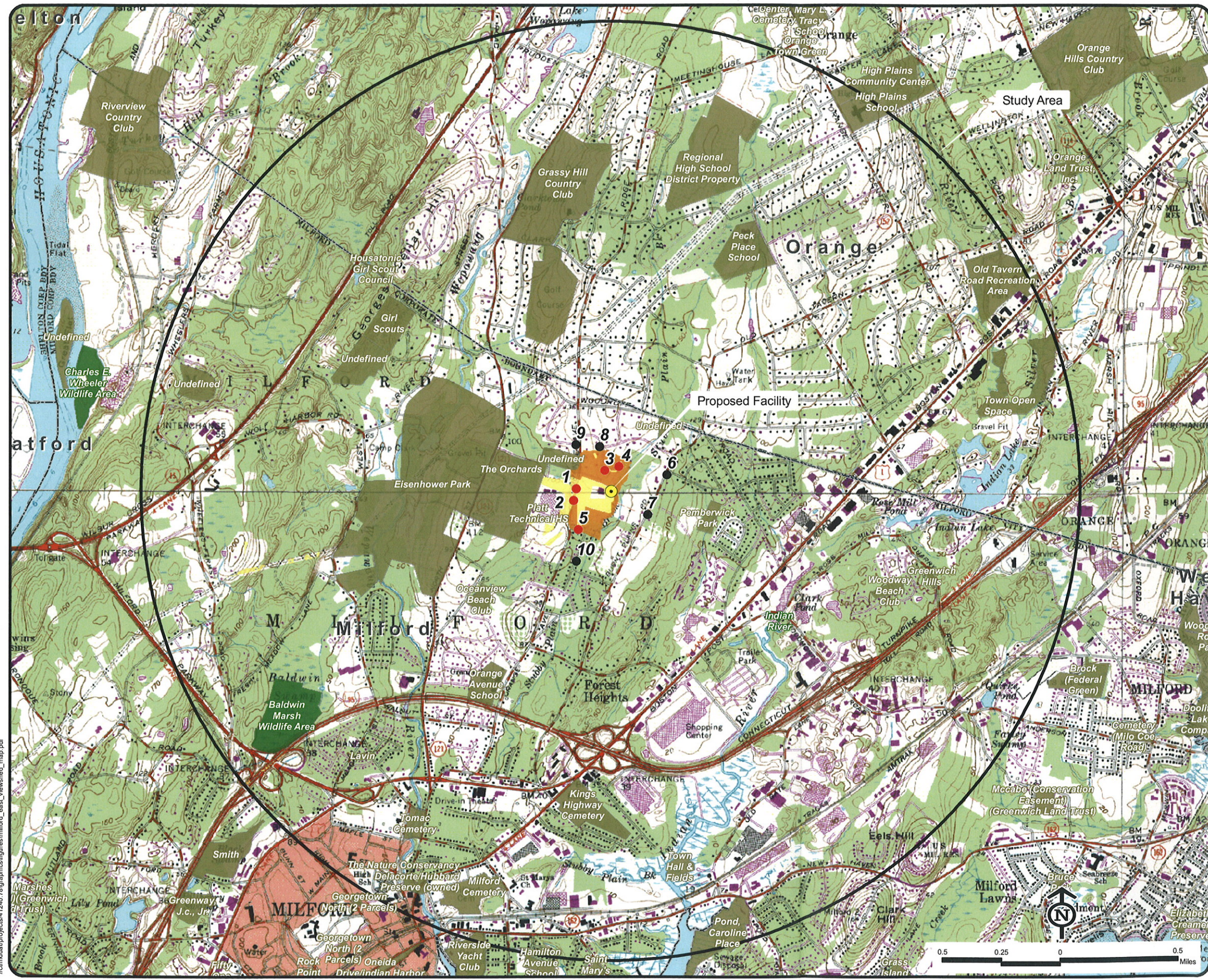
NOTE:
 - Viewshed analysis conducted using ESRI's Spatial Analyst.
 - Proposed Facility height is 110 feet.
 - Existing tree canopy height estimated at 65 feet.

DATA SOURCES:
 - Digital elevation model (DEM) derived from Connecticut LiDAR-based Digital Elevation Data with a horizontal resolution of 10 feet produced by the University of Connecticut and the Center for Land Use Education and Research (CLEAR); 2007
 - Forest areas derived from 2006 digital orthophotos with 1-foot pixel resolution; digitized by VHB, 2008
 - Base map comprised of Ansonia (1984), Milford (1984), New Haven (1984) and Woodmont (1984) USGS Quadrangle Maps
 - Protected municipal and private open space properties and federal protected properties and data layers provided by CT DEP, 1997
 - Protected CT DEP properties data layer provided by CTDEP, May 2007
 - CT DEP boat launches data layer provided by CT DEP, 1994
 - Scenic Roads layer derived from available State and Local listings.

Map Compiled December, 2008

Legend

-  Tower Location (Includes select areas of visibility approximately 500 feet around facility)
-  Balloon is not visible
-  Balloon visible above trees
-  Approximate Year-Round Visibility (Approximately 24 acres)
-  Approximate Seasonal Visibility (Approximately 29 acres)
-  Protected Municipal and Private Open Space Properties (1997)
-  Federal Protected Properties (1997)
-  CT DEP Boat Launches (1994)
-  Scenic Road (State and Local)
-  Town Line
-  CT DEP Protected Properties (2007)
-  State Forest
-  State Park
-  DEP Owned Waterbody
-  State Park Scenic Reserve
-  Historic Preserve
-  Natural Area Preserve
-  Fish Hatchery
-  Flood Control
-  Other
-  State Park Trail
-  Water Access
-  Wildlife Area
-  Wildlife Sanctuary
-  Cemetery
-  Preservation
-  Conservation
-  Existing Preserved Open Space
-  Recreation
-  General Recreation
-  School
-  Uncategorized



/c:\mddal\projects\41240_78\graphics\figures\milford_east_viewshed_map.pdf

USFWS



Vanasse Hangen Brustlin, Inc.

54 Tuttle Place
Middletown, Connecticut 06457
860 632-1500
FAX 860 632-7879

Memorandum

To: Ms. Alexandria Carter
Verizon Wireless
99 East River Drive
East Hartford, CT 06108

Date: September 29, 2008

Project No.: 41240.78

From: Dean Gustafson
Senior Environmental Scientist

Re: USFWS Compliance Determination
Milford East
631 Orange Avenue
Milford, Connecticut

The following Site was evaluated with respect to possible federally-listed, threatened or endangered species in order to determine if the proposed communications facility would result in a potential adverse effect to federally-listed species. This evaluation was performed in accordance with the January 7, 2008 policy statement of the United States Department of the Interior Fish and Wildlife Service (USFWS) New England Field Office. A copy of this policy statement and list of rare species is enclosed for reference.

Project Site:

State & County: Connecticut, New Haven

Address: 631 Orange Avenue, Milford

Latitude/Longitude Coordinates: N 41° 15' 0.75" W 73° 02' 29.16"

Size of Property: ±14.23 acres

Watershed: Indian River (basin # 5306)

The following federally-listed endangered and threatened species occur in New Haven County according to the USFWS January 7, 2008 policy.

Common Name	Species	Status	County/General Distribution
Bald Eagle	<i>Haliaeetus leucocephalus</i>	D*	Nesting: Hartford, Litchfield Wintering: entire state, major rivers
Indiana Bat	<i>Myotis sodalist</i>	E	New Haven/hibernaculum
Piping Plover	<i>Charadrius melodus</i>	T	Nesting: Fairfield, Middlesex, New Haven, New London (coastal beaches) Migratory: Atlantic Coast
Roseate Tern	<i>Sterna dougallii dougallii</i>	E	Nesting: New Haven (coastal island) Migratory: Atlantic Coast
Small Whorled Pogonia	<i>Isotria medeoloides</i>	T	Litchfield, New Haven

* Delisted (Federal Register, July 9, 2007). Protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act.

Habitat Description

The telecommunications facility and associated infrastructure (e.g., access drive, utilities, etc.) are proposed to be located just east of the existing YMCA facility. The proposed access will originate from the YMCA's entrance drive off Orange Avenue and extend east from a parking area on the north side of YMCA's building. The proposed improvements are located in a relatively cleared area currently maintained as lawn adjacent to a forested upland area and nearby forested wetland system. The nearby wetland system and forested upland will not be adversely impacted by the proposed development.

Bald Eagle

The bald eagle has been delisted and maintains protection under the Bald and Golden Eagle Protection Act (Eagle Act) and the Migratory Bird Treaty Act (MBTA). No bald eagle nests, roosting or foraging areas were observed on the subject property or are known to exist on the surrounding properties. Therefore, the proposed telecommunications facility will not result in disturbance¹ to Bald Eagles.

Indiana Bat

Indiana bats hibernate in limestone caves, called hibernacula, from mid-autumn to early spring². The subject property is currently occupied by a YMCA facility. The area proposed to be developed with a telecommunications facility consists of an existing cleared and disturbed area. Associated development activities will not require the clearing of mature vegetation or significant earthwork. No limestone caves, or hibernacula, exist on the subject property. According to the Bedrock Geological Map of Connecticut (Rogers, 1985), the subject property is underlain by the Wepawaug Schist, a medium-to dark-gray schist or phyllite with no limestone bedrock located on or near the site. Therefore, the proposed development will not result in an adverse affect to this listed species.

Piping Plover

The piping plover is a migratory breeder in Connecticut, arriving in March and nesting only at coastal sandy beaches, often in association with Least Terns³.

The subject property does not contain nor is it located near any coastal sandy beaches. The nearest coastal beach area is located more than 1.8 miles to the southeast in the Milford Lawns section of Milford. Therefore, the proposed development will not result in an adverse affect to this listed species.

Roseate Tern

Roseate Terns typically nest with Common Terns in various habitats on offshore islands or mainland beaches. Roseate Terns prefer sandy, gravelly, rocky and sparsely vegetated habitats⁴.

The subject property does not contain nor is it located near any coastal sandy beaches or offshore islands. The nearest coastal beach area is located more than 1.8 miles to the southeast in the Milford Lawns section of Milford. Therefore, the proposed development will not result in an adverse affect to this listed species.

¹ "Disturb means to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1) injury to an eagle, 2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior." (Eagle Act)

² U.S. Fish & Wildlife Service. Indiana bat, *Myotis sodalist*, fact sheet. July 2004.

³ *The Atlas of Breeding Birds of Connecticut*. Louis R. Bevier, Editor. State Geological and Natural History Survey of Connecticut Bulletin 113. Pgs. 126-127.

⁴ *The Atlas of Breeding Birds of Connecticut*. Louis R. Bevier, Editor. State Geological and Natural History Survey of Connecticut Bulletin 113. Pgs. 148-149.

Small Whorled Pogonia

Small whorled pogonia is a small, perennial orchid of deciduous forests with a grayish-green, smooth stem up to 30 cm tall that bears at its summit a whorl of 5-6 light-green, elliptical, pointed leaves and 1-2 yellow-green flowers that bloom from late spring to early summer⁵. Habitat requirements for this species include flats or slope bases having a moderate to light shrub layer and a relatively open canopy.⁶ Soil characteristics consistently found within this species' habitat include a sandy loam textured soil type having a fragipan or restrictive layer below the soil surface, allowing for lateral water movement.⁶

As previously discussed, the proposed communications facility is located in an existing developed and disturbed area currently maintained as lawn. Due to the disturbed and maintained nature of the proposed development area, it does not provide suitable habitat for this species. Therefore, the proposed development will not result in an adverse affect to this listed species.

Supporting Correspondence

Based on CTDEP's correspondence (September 11, 2008) there are no documented occurrences of state or federally-listed species on or near the subject property. Therefore, the proposed development will not result in an adverse affect to any federally-listed species.

⁵ NatureServe. www.natureserve.org. *Isotria medeoloides*. (Flora of North America 2002)

⁶ National Heritage & Endangered Species Program, Division of Fisheries & Wildlife, Massachusetts Rare and Endangered Plants-Small Whorled Pogonia

FEDERALLY LISTED ENDANGERED AND THREATENED SPECIES
IN CONNECTICUT

There is no federally-designated Critical Habitat in Connecticut. The following are federally-listed species by county:

Common Name	Species	Status	County/General Distribution
Shortnose sturgeon ¹	<i>Acipenser brevirostrum</i>	E	Atlantic coastal waters and Connecticut River
Indiana bat	<i>Myotis sodalis</i>	E	New Haven/hibernaculum
Bald eagle	<i>Haliaeetus leucocephalus</i>	D ²	Nesting: Hartford, Litchfield, Middlesex, New Haven, New London, Tolland Wintering: entire state, major rivers
Piping plover	<i>Charadrius melodus</i>	T	Nesting: Fairfield, Middlesex, New Haven, New London (coastal beaches only) Migratory: Atlantic Coast
Roseate tern	<i>Sterna dougallii dougallii</i>	E	Nesting: New Haven (Faulkner Island) Migratory: Atlantic Coast
Bog turtle	<i>Clemmys muhlenbergii</i>	T	Fairfield, Litchfield
Dwarf wedgemussel	<i>Alasmodonta heterodon</i>	E	Hartford (Connecticut River watershed)
Puritan tiger beetle	<i>Cicindela puritana</i>	T	Hartford, Middlesex (Connecticut River floodplain)
Northeastern beach tiger beetle	<i>Cicindela dorsalis dorsalis</i>	T	Coastal beaches/extirpated
Small whorled pogonia	<i>Isotria medeoloides</i>	T	Litchfield, New Haven
Sandplain gerardia	<i>Agalinus acuta</i>	E	Hartford
Chaffseed	<i>Scwalbea americana</i>	E	New London/historic

¹ Principal responsibility for this species is vested with the National Marine Fisheries Service.

² Delisted. Protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act.



United States Department of the Interior



FISH AND WILDLIFE SERVICE
New England Field Office
70 Commercial Street, Suite 300
Concord, New Hampshire 03301-5087

January 7, 2008

To Whom It May Concern:

The U.S. Fish and Wildlife Service's (Service) New England Field Office has determined that individual project review for certain types of activities associated with communication towers is **not required**. These comments are submitted in accordance with provisions of the Endangered Species Act (ESA) of 1973 (87 Stat. 884, as amended; 16 U.S.C. 1531 *et seq.*).

Due to the rapid expansion of the telecommunication industry, we are receiving a growing number of requests for review of **existing** and **new** telecommunication facilities in relation to the presence of federally-listed or proposed, threatened or endangered species, critical habitat, wilderness areas and/or wildlife preserves. We have evaluated our review process for proposed communications towers and believe that individual correspondence with this office is not required for the following types of actions relative to **existing** facilities:

1. the re-licensing of existing telecommunication facilities;
2. audits of existing facilities associated with acquisition;
3. routine maintenance of existing tower sites, such as painting, antenna or panel replacement, upgrading of existing equipment, etc.;
4. co-location of new antenna facilities on/in existing structures;
5. repair or replacement of existing towers and/or equipment, provided such activities do not significantly increase the existing tower mass and height, or require the addition of guy wires.

In order to curtail the need to contact this office in the future for individual environmental review for **existing** communication towers or antenna facilities, please note that we are not aware of any federally-listed, threatened or endangered species that are being adversely affected by any existing communication tower or antenna facility in the following states: Vermont, New Hampshire, Rhode Island, Connecticut and Massachusetts. Furthermore, we are not aware of any **existing** telecommunication towers in federally-designated critical habitats, wilderness areas or wildlife preserves. Therefore, no further consultation with this office relative to the impact of the above referenced activities on federally-listed species is required.

Future Coordination with this Office Relative to New Telecommunication Facilities

We have determined that proposed projects are not likely to adversely affect any federally-listed or proposed species when the following steps are taken to evaluate new telecommunication facilities:

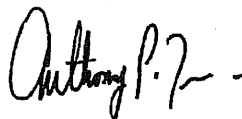
1. If the facility will be installed within or on an existing structure, such as in a church steeple or on the roof of an existing building, no further coordination with this office is necessary. Similarly, new antennas or towers in urban and other developed areas, in which no natural vegetation will be affected, do not require further review.
2. If the above criteria cannot be met, your review of the attached lists of threatened and endangered species locations within Vermont, New Hampshire, Rhode Island, Connecticut and Massachusetts may confirm that no federally-listed endangered or threatened species are known to occur in the town or county where the project is proposed.
3. If a listed species is present in the town or county where the project is proposed, further review of our enclosed lists of threatened and endangered species may allow you to conclude that suitable habitat for the species will not be affected. Based on past experiences, we anticipate that there will be few, if any, projects that are likely to impact piping plovers, roseate terns, bog turtles, Jesup's milk-vetch or other such species that are found on coastal beaches, riverine habitats or in wetlands because communication towers typically are not located in these habitats.

For projects that meet the above criteria, there is no need to contact this office for further project review. A copy of this letter should be retained in your file as the Service's determination that no listed species are present, or that listed species in the general area will not be affected. Due to the high workload associated with responding to many individual requests for threatened and endangered species information, we will no longer be providing response letters for activities that meet the above criteria. This correspondence and the enclosed species lists remain valid until January 1, 2009. Updated consultation letters and species list are available on our website:

(<http://www.fws.gov/northeast/newenglandfieldoffice/EndangeredSpec-Consultation.htm>)

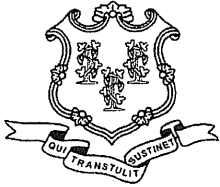
Thank you for your cooperation, and please contact me at 603-223-2541 for further assistance.

Sincerely yours,



Anthony P. Tur
Endangered Species Specialist
New England Field Office

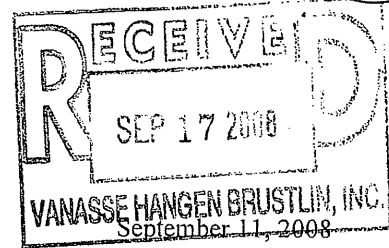
CT DEP



STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL PROTECTION



Bureau of Natural Resources
Wildlife Division
79 Elm Street, 6th Floor
Hartford, CT 06106
Natural Diversity Data Base



Ms. Coreen Kelsey
Transportation Land Development
Environmental Services
54 Tuttle Place
Middletown, CT 06457-1847

re: Proposed new Verizon
telecommunications facility,
Milford, CT

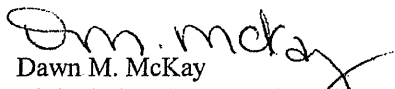
Dear Ms. Coreen Kelsey:

I have reviewed Natural Diversity Data Base maps and files regarding the area delineated on the map you provided for the proposed new Verizon telecommunications facility off of Orange Avenue in Milford, Connecticut. According to our information, there are no known extant populations of Federal or State Endangered, Threatened or Special Concern Species that occur at the site in question.

Natural Diversity Data Base information includes all information regarding critical biological resources available to us at the time of the request. This information is a compilation of data collected over the years by the Department's Natural History Survey and cooperating units of DEP, private conservation groups and the scientific community. This information is not necessarily the result of comprehensive or site-specific field investigations. Consultations with the Data Base should not be substitutes for on-site surveys required for environmental assessments. Current research projects and new contributors continue to identify additional populations of species and locations of habitats of concern, as well as, enhance existing data. Such new information is incorporated into the Data Base as it becomes available.

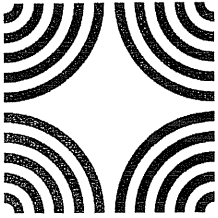
Please contact me if you have further questions at 424-3592. Thank you for consulting the Natural Diversity Data Base. Also be advised that this is a preliminary review and not a final determination. A more detailed review may be conducted as part of any subsequent environmental permit applications submitted to DEP for the proposed site.

Sincerely,


Dawn M. McKay
Biologist/Environmental Analyst
Cc: NDDDB File #16294

ddf/DMM

SHPO



Connecticut Commission on Culture & Tourism

August 27, 2008

Historic Preservation
and Museum Division

One Constitution Plaza
Second Floor
Hartford, Connecticut
06103

860.256.2800
860.256.2763 (f)

Ms. Coreen Kelsey
Vanasse Hangen Brustlin Inc.
54 Tuttle Place
Middletown, CT 06457-1847

Subject: Verizon Wireless Telecommunications Facility
631 Orange Avenue
Milford, CT

Dear Ms. Kelsey:

The State Historic Preservation Office has reviewed the above-named project. This office expects that the proposed undertaking will have no effect on historic, architectural, or archaeological resources listed on or eligible for the National Register of Historic Places.

This office appreciates the opportunity to have reviewed and commented upon the proposed undertaking.

This comment is provided in accordance with the National Historic Preservation Act and the Connecticut Environmental Policy Act.

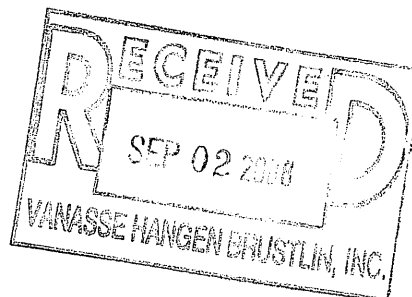
For further information, please contact Dr. David A. Poirier, Staff Archaeologist.

Sincerely,

Karen Senich
State Historic Preservation Officer

CONNECTICUT
www.cultureandtourism.org

An Affirmative Action
Equal Opportunity Employer





Vanasse Hangen Brustlin, Inc.

54 Tuttle Place
Middletown, Connecticut 06457
860 632-1500
FAX 860 632-7879

Memorandum

To: Ms. Alexandria Carter
Verizon Wireless
99 East River Drive
East Hartford, CT 06108

Date: November 25, 2008

Project No.: 41240.78

From: Dean Gustafson
Professional Soil Scientist

Re: NEPA Wetland Compliance
Milford East
631 Orange Avenue
Milford, Connecticut

Vanasse Hangen Brustlin, Inc. (VHB) previously completed on-site investigations to determine if wetlands and/or watercourses are located on the above-referenced Site.

The Site was inspected on May 12, 2008. The property is improved with the Milford/Orange YMCA. Based on a review of plans prepared by Natcomm, Inc. (latest revised date 11/21/08) VHB understands that Verizon Wireless proposes to construct a wireless telecommunications facility (Facility) in a maintained lawn area located east of the YMCA building near the north property boundary. A forested wetland system is located approximately 50 feet east of the proposed Verizon Wireless Facility. A 12-inch storm drain that currently discharges stormwater from the YMCA to this nearby wetland will need to be relocated south of the proposed Facility; the existing discharge location to the wetland will remain the same. No direct impact to wetlands will result from the proposed Verizon Wireless development. In addition, appropriate erosion and sedimentation controls are proposed to avoid indirect impacts during construction activities. Therefore, the proposed Verizon Wireless development will not result in an adverse impact to nearby wetland resources.

In addition, as no direct impact to federal wetlands is associated with Verizon Wireless' construction activities, **NO significant change in surface features** (e.g., wetland fill, deforestation or water diversion) will result in accordance with the National Environmental Policy Act Categorical Exclusion checklist.



WETLANDS DELINEATION REPORT

Vanasse Hangen Brustlin, Inc.

Date: September 29, 2008
Project No.: 41240.78
Prepared For: Ms. Alexandria Carter
Verizon Wireless
99 East River Drive
East Hartford, Connecticut 06108
Site Location: Milford East
YMCA facility
631 Orange Avenue
Milford, CT
Site Map: Wetland Sketch, 5/12/08
Inspection Date: May 12, 2008
Field Conditions: Weather: Ptly. sunny, mid 60's General Soil Moisture: moist
Snow Depth: 0 inches Frost Depth: 0 inches

Type of Wetlands Identified and Delineated:

Connecticut Inland Wetlands and Watercourses
Tidal Wetlands
U.S. Army Corps of Engineers


Local Regulated Upland Review Areas: Wetlands: 100 feet Watercourses: 100 feet

Field Numbering Sequence of Wetlands Boundary: WF 1 to WF 15
[as depicted on attached wetland sketch map]

The classification systems of the National Cooperative Soil Survey, the U.S. Department of Agriculture, Natural Resources Conservation Service, County Soil Survey Identification Legend, Connecticut Department of Environmental Protection and United States Army Corps of Engineers New England District were used in this investigation.

All established wetlands boundary lines are subject to change until officially adopted by local, state, or federal regulatory agencies.

The wetlands delineation was conducted and reviewed by:



Dean Gustafson
Professional Soil Scientist

Enclosures

54 Tuttle Place
Middletown, Connecticut 06457-1847
860.632.1500 • FAX 860.632.7879
email: info@vhb.com
www.vhb.com

Attachments



-
- Wetland Delineation Field Form
 - Soil Map
 - Soil Report
 - Wetland Delineation Sketch Map

Wetland Delineation Field Form

Project Address:	631 Orange Avenue Milford, CT	Project Number:	41240.78
Inspection Date:	5/12/08	Inspector:	Dean Gustafson, PSS
Wetland I.D.:	Wetland 1		

Field Conditions:	Weather: ptly. sunny, low 60's	Snow Depth: none
	General Soil Moisture: moist	Frost Depth: none
Type of Wetland Delineation:	Connecticut <input checked="" type="checkbox"/>	
	ACOE <input type="checkbox"/>	
	Tidal <input type="checkbox"/>	
Field Numbering Sequence: WF 1 to 15		

WETLAND HYDROLOGY:

NONTIDAL

Regularly Flooded <input type="checkbox"/>	Irregularly Flooded <input type="checkbox"/>	Permanently Flooded <input type="checkbox"/>
Semipermanently Flooded <input type="checkbox"/>	Seasonally Flooded <input checked="" type="checkbox"/>	Temporarily Flooded <input type="checkbox"/>
Permanently Saturated <input type="checkbox"/>	Seasonally Saturated – seepage <input type="checkbox"/>	Seasonally Saturated - perched <input type="checkbox"/>
Comments:		

TIDAL

Subtidal <input type="checkbox"/>	Regularly Flooded <input type="checkbox"/>	Irregularly Flooded <input type="checkbox"/>
Seasonally Flooded <input type="checkbox"/>	Temporarily Flooded <input type="checkbox"/>	
Comments: N/A		

WETLAND TYPE:

SYSTEM:

Estuarine <input type="checkbox"/>	Riverine <input type="checkbox"/>	Palustrine <input checked="" type="checkbox"/>
Lacustrine <input type="checkbox"/>	Marine <input type="checkbox"/>	
Comments:		

CLASS:

Emergent <input type="checkbox"/>	Scrub-shrub <input type="checkbox"/>	Forested <input checked="" type="checkbox"/>
Open Water <input type="checkbox"/>	Disturbed <input type="checkbox"/>	Wet Meadow <input type="checkbox"/>
Comments:		

WATERCOURSE TYPE:

Perennial <input type="checkbox"/>	Intermittent <input checked="" type="checkbox"/>	Tidal <input type="checkbox"/>
Comments: south end of wetland forms intermittent channel that flows into Stubby Plain Brook		

SPECIAL AQUATIC HABITAT:

Vernal Pool <input type="checkbox"/>	Other <input type="checkbox"/>	
Comments: N/A		

Wetland Delineation Field Form (Cont.)

MAPPED SOILS:

SOIL SERIES (Map Unit Symbol)	WET	UP	NRCS MAPPED	FIELD IDD/ CONFIRMED
Raypol silt loam (12)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Ninigret and Tisbury soils (21)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Agawam fine sandy loam (29)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Canton and Charlton soils (60)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Udorthents-Urban land (306)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DOMINANT PLANTS:

Tulip Poplar	
Green Ash	
Yellow Birch	
Red Maple	
Spicebush	
Pepperbush	
Arrowwood Viburnum	
Multiflora Rose	
Jewelweed	
Barberry	
Cinnamon Fern	
Jack-in-the-Pulpit	

WETLAND NARRATIVE:

The forested groundwater depressional wetland transitions to an intermittent watercourse at its southern end as it flows into Stubby Plain Brook and south off of the subject property. No inundation was observed in the wetland or watercourse at the time of the inspection. The wetland/stream system is utilized by YMCA staff for outdoor educational purposes with an outdoor classroom and nature trail located on an upland area to the east of the delineated wetland system. The outdoor educational area is access by a wooden footbridge that crosses the wetland and Stubby Plain Brook.



MAP LEGEND

	Area of Interest (AOI)		Very Stony Spot
	Soils		Wet Spot
	Soil Map Units		Other
	Blowout	Special Line Features	
	Borrow Pit		Gully
	Clay Spot		Short Steep Slope
	Closed Depression		Other
	Gravel Pit	Political Features	
	Gravelly Spot	Municipalities	
	Landfill		Cities
	Lava Flow		Urban Areas
	Marsh	Water Features	
	Mine or Quarry		Oceans
	Miscellaneous Water		Streams and Canals
	Perennial Water	Transportation	
	Rock Outcrop		Ralls
	Saline Spot	Roads	
	Sandy Spot		Interstate Highways
	Severely Eroded Spot		US Routes
	Sinkhole		State Highways
	Slide or Slip		Local Roads
	Sodic Spot		Other Roads
	Spoil Area		
	Stony Spot		

MAP INFORMATION

Original soil survey map sheets were prepared at publication scale. Viewing scale and printing scale, however, may vary from the original. Please rely on the bar scale on each map sheet for proper map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: UTM Zone 18N

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: State of Connecticut
 Survey Area Data: Version 6, Mar 22, 2007

Date(s) aerial images were photographed: 4/3/1991; 4/12/1991

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

State of Connecticut (CT600)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
12	Raypol silt loam	7.1	17.7%
21A	Ninigret and Tisbury soils, 0 to 5 percent slopes	3.9	9.7%
29A	Agawam fine sandy loam, 0 to 3 percent slopes	1.5	3.7%
29B	Agawam fine sandy loam, 3 to 8 percent slopes	19.9	49.7%
60B	Canton and Charlton soils, 3 to 8 percent slopes	5.3	13.3%
306	Udorthents-Urban land complex	2.4	5.9%
Totals for Area of Interest (AOI)		40.0	100.0%

Map Unit Description (Brief, Generated)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions in this report, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

The Map Unit Description (Brief, Generated) report displays a generated description of the major soils that occur in a map unit. Descriptions of non-soil (miscellaneous areas) and minor map unit components are not included. This description is generated from the underlying soil attribute data.

Additional information about the map units described in this report is available in other Soil Data Mart reports, which give properties of the soils and the limitations, capabilities, and potentials for many uses. Also, the narratives that accompany the Soil Data Mart reports define some of the properties included in the map unit descriptions.

Report—Map Unit Description (Brief, Generated)

State of Connecticut

Map Unit: 12—Raypol silt loam

Component: Raypol (80%)

The Raypol component makes up 80 percent of the map unit. Slopes are 0 to 3 percent. This component is on drainageways on outwash plains, depressions on outwash plains. The parent material consists of coarse-loamy eolian deposits over sandy and gravelly glaciofluvial deposits derived from granite and/or schist and/or gneiss. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is poorly drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 6 inches during January, February, March, April, May, November, December. Organic matter content in the surface horizon is about 5 percent. Nonirrigated land capability classification is 4w. This soil meets hydric criteria.

Component: Enfield (5%)

Generated brief soil descriptions are created for major components. The Enfield soil is a minor component.

Component: Haven (5%)

Generated brief soil descriptions are created for major components. The Haven soil is a minor component.

Component: Ninigret (3%)

Generated brief soil descriptions are created for major components. The Ninigret soil is a minor component.

Component: Scarboro (2%)

Generated brief soil descriptions are created for major components. The Scarboro soil is a minor component.

Component: Tisbury (2%)

Generated brief soil descriptions are created for major components. The Tisbury soil is a minor component.

Component: Walpole (2%)

Generated brief soil descriptions are created for major components. The Walpole soil is a minor component.

Component: Unnamed, loamy substratum (1%)

Generated brief soil descriptions are created for major components. The Unnamed soil is a minor component.

Map Unit: 21A—Ninigret and Tisbury soils, 0 to 5 percent slopes

Component: Ninigret (60%)

The Ninigret component makes up 60 percent of the map unit. Slopes are 0 to 5 percent. This component is on terraces on valleys, outwash plains on valleys. The parent material consists of coarse-loamy eolian deposits over sandy and gravelly glaciofluvial deposits derived from granite and/or schist and/or gneiss. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 24 inches during January, February, March, April, September, November, December. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 2w. This soil does not meet hydric criteria.

Component: Tisbury (25%)

The Tisbury component makes up 25 percent of the map unit. Slopes are 0 to 3 percent. This component is on outwash plains on valleys, terraces on valleys. The parent material consists of coarse-silty eolian deposits over sandy and gravelly glaciofluvial deposits derived from granite and/or schist and/or gneiss. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is moderately well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 24 inches during January, February, March, April, September, November, December. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 2w. This soil does not meet hydric criteria.

Component: Agawam (3%)

Generated brief soil descriptions are created for major components. The Agawam soil is a minor component.

Component: Merrimac (3%)

Generated brief soil descriptions are created for major components. The Merrimac soil is a minor component.

Component: Enfield (2%)

Generated brief soil descriptions are created for major components. The Enfield soil is a minor component.

Component: Haven (2%)

Generated brief soil descriptions are created for major components. The Haven soil is a minor component.

Component: Sudbury (2%)

Generated brief soil descriptions are created for major components. The Sudbury soil is a minor component.

Component: Raypol (1%)

Generated brief soil descriptions are created for major components. The Raypol soil is a minor component.

Component: Unnamed, red parent material (1%)

Generated brief soil descriptions are created for major components. The Unnamed soil is a minor component.

Component: Walpole (1%)

Generated brief soil descriptions are created for major components. The Walpole soil is a minor component.

Map Unit: 29A—Agawam fine sandy loam, 0 to 3 percent slopes

Component: Agawam (80%)

The Agawam component makes up 80 percent of the map unit. Slopes are 0 to 3 percent. This component is on outwash plains on valleys, terraces on valleys. The parent material consists of coarse-loamy eolian deposits over sandy and gravelly glaciofluvial deposits derived from granite and/or schist and/or gneiss. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 1. This soil does not meet hydric criteria.

Component: Hinckley (5%)

Generated brief soil descriptions are created for major components. The Hinckley soil is a minor component.

Component: Merrimac (5%)

Generated brief soil descriptions are created for major components. The Merrimac soil is a minor component.

Component: Ninigret (3%)

Generated brief soil descriptions are created for major components. The Ninigret soil is a minor component.

Component: Walpole (3%)

Generated brief soil descriptions are created for major components. The Walpole soil is a minor component.

Component: Scarboro (2%)

Generated brief soil descriptions are created for major components. The Scarboro soil is a minor component.

Component: Unnamed, red parent material (2%)

Generated brief soil descriptions are created for major components. The Unnamed soil is a minor component.

Map Unit: 29B—Agawam fine sandy loam, 3 to 8 percent slopes

Component: Agawam (80%)

The Agawam component makes up 80 percent of the map unit. Slopes are 3 to 8 percent. This component is on outwash plains on valleys, terraces on valleys. The parent material consists of coarse-loamy eolian deposits over sandy and gravelly glaciofluvial deposits derived from granite and/or schist and/or gneiss. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 3 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria.

Component: Hinckley (5%)

Generated brief soil descriptions are created for major components. The Hinckley soil is a minor component.

Component: Merrimac (5%)

Generated brief soil descriptions are created for major components. The Merrimac soil is a minor component.

Component: Ninigret (3%)

Generated brief soil descriptions are created for major components. The Ninigret soil is a minor component.

Component: Walpole (3%)

Generated brief soil descriptions are created for major components. The Walpole soil is a minor component.

Component: Scarboro (2%)

Generated brief soil descriptions are created for major components. The Scarboro soil is a minor component.

Component: Unnamed, red parent material (2%)

Generated brief soil descriptions are created for major components. The Unnamed soil is a minor component.

Map Unit: 60B—Canton and Charlton soils, 3 to 8 percent slopes

Component: Canton (45%)

The Canton component makes up 45 percent of the map unit. Slopes are 3 to 8 percent. This component is on hills on uplands. The parent material consists of coarse-loamy over sandy and gravelly melt-out till derived from granite and/or schist and/or gneiss. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is high. Available water to a depth of 60 inches is low. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 70 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria.

Component: Charlton (35%)

The Charlton component makes up 35 percent of the map unit. Slopes are 3 to 8 percent. This component is on hills, uplands. The parent material consists of coarse-loamy melt-out till derived from granite and/or schist and/or gneiss. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is moderately high. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. There is no zone of water saturation within a depth of 72 inches. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 2e. This soil does not meet hydric criteria.

Component: Chatfield (5%)

Generated brief soil descriptions are created for major components. The Chatfield soil is a minor component.

Component: Leicester (5%)

Generated brief soil descriptions are created for major components. The Leicester soil is a minor component.

Component: Sutton (5%)

Generated brief soil descriptions are created for major components. The Sutton soil is a minor component.

Component: Hollis (3%)

Generated brief soil descriptions are created for major components. The Hollis soil is a minor component.

Component: Unnamed, silt loam surface (2%)

Generated brief soil descriptions are created for major components. The Unnamed soil is a minor component.

Map Unit: 306—Udorthents-Urban land complex

Component: Udorthents (50%)

The Udorthents component makes up 50 percent of the map unit. Slopes are 0 to 25 percent. This component is on urban land. The parent material consists of drift. Depth to a root restrictive layer is greater than 60 inches. The natural drainage class is well drained. Water movement in the most restrictive layer is low. Available water to a depth of 60 inches is moderate. Shrink-swell potential is low. This soil is not flooded. It is not ponded. A seasonal zone of water saturation is at 59 inches during January, February, March, April, November, December. Organic matter content in the surface horizon is about 4 percent. Nonirrigated land capability classification is 3e. This soil does not meet hydric criteria.

Component: Urban land (35%)

Generated brief soil descriptions are created for major soil components. The Urban land is a miscellaneous area.

Component: Unnamed, undisturbed soils (8%)

Generated brief soil descriptions are created for major components. The Unnamed soil is a minor component.

Component: Udorthents, wet substratum (5%)

Generated brief soil descriptions are created for major components. The Udorthents soil is a minor component.

Component: Rock outcrop (2%)

Generated brief soil descriptions are created for major components. The Rock outcrop soil is a minor component.

Data Source Information

Soil Survey Area: State of Connecticut
Survey Area Data: Version 6, Mar 22, 2007

REVISIONS	
A	ISSUE FOR LEASE EXHIBIT
B	ISSUE FOR LEASE EXHIBIT
C	REVISED LEASE EXHIBIT

Cellco Partnership
d.b.a. Verizon Wireless

NATECOM
Site Design & Construction
203.488.1500
203.488.0587
info@natecom.com
65-2 N. Branford Rd.
Branford, CT 06405

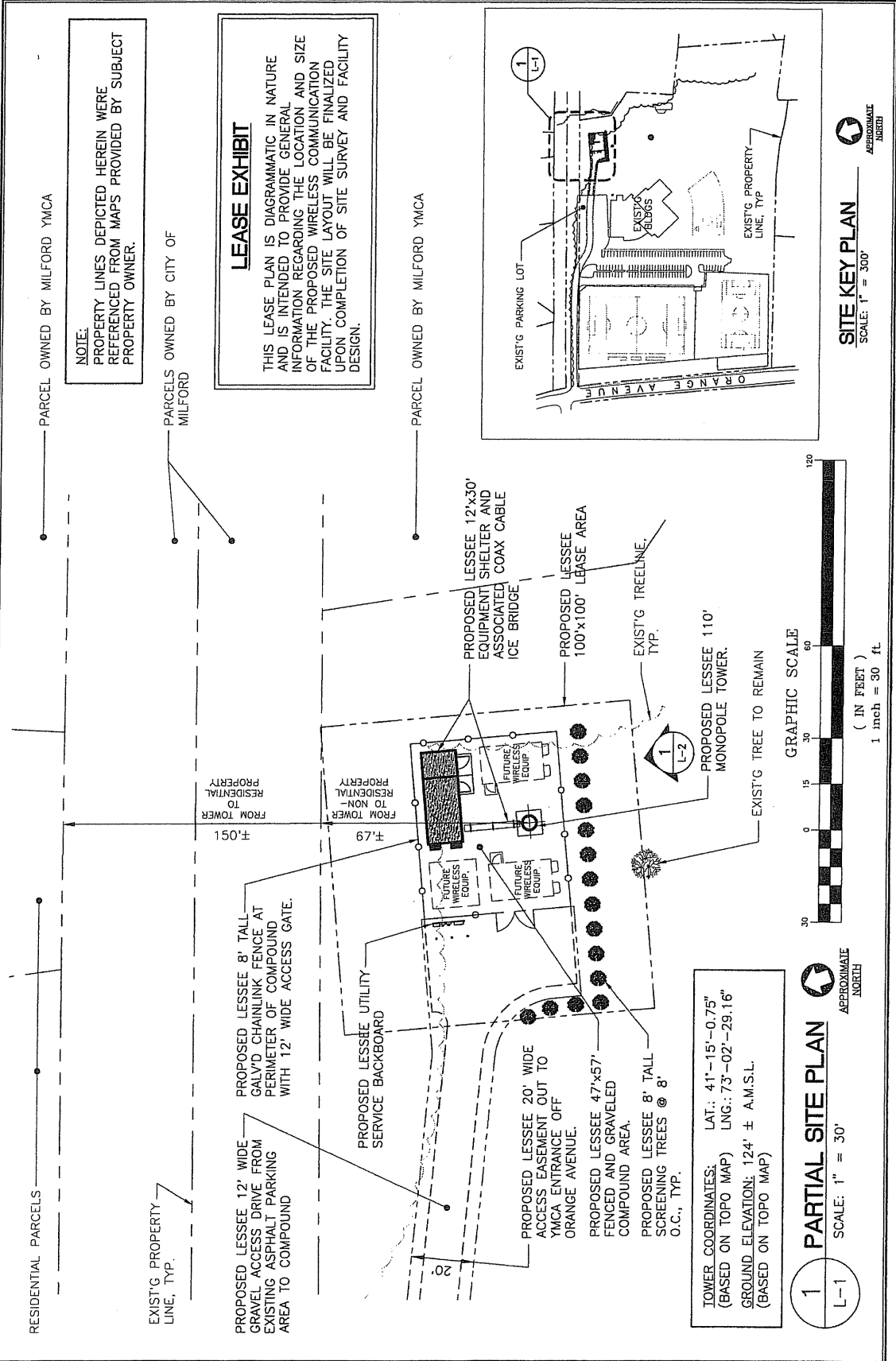


MILFORD EAST, CT
MILFORD YMCA
611 WILLOW AVENUE
MILFORD, CT

PROJECT NO: 06008
DRAWN BY: DMD
CHECKED BY: CFC
SCALE: AS NOTED
DATE: 01/08/08

LEASE EXHIBIT

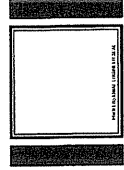
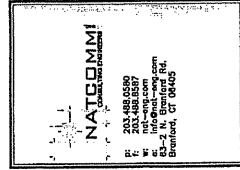
L-1
DWG. 1 OF 2



LEASE EXHIBIT

THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.

REVISIONS	
A	OWNER / LEASE EXHIBIT - REVIEW
B	OWNER / LEASE EXHIBIT
C	OWNER / PROPOSED LEASE EXHIBIT

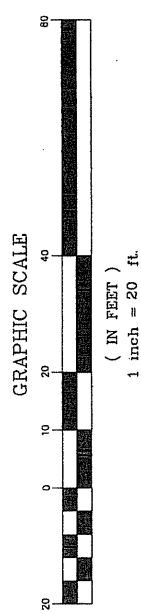
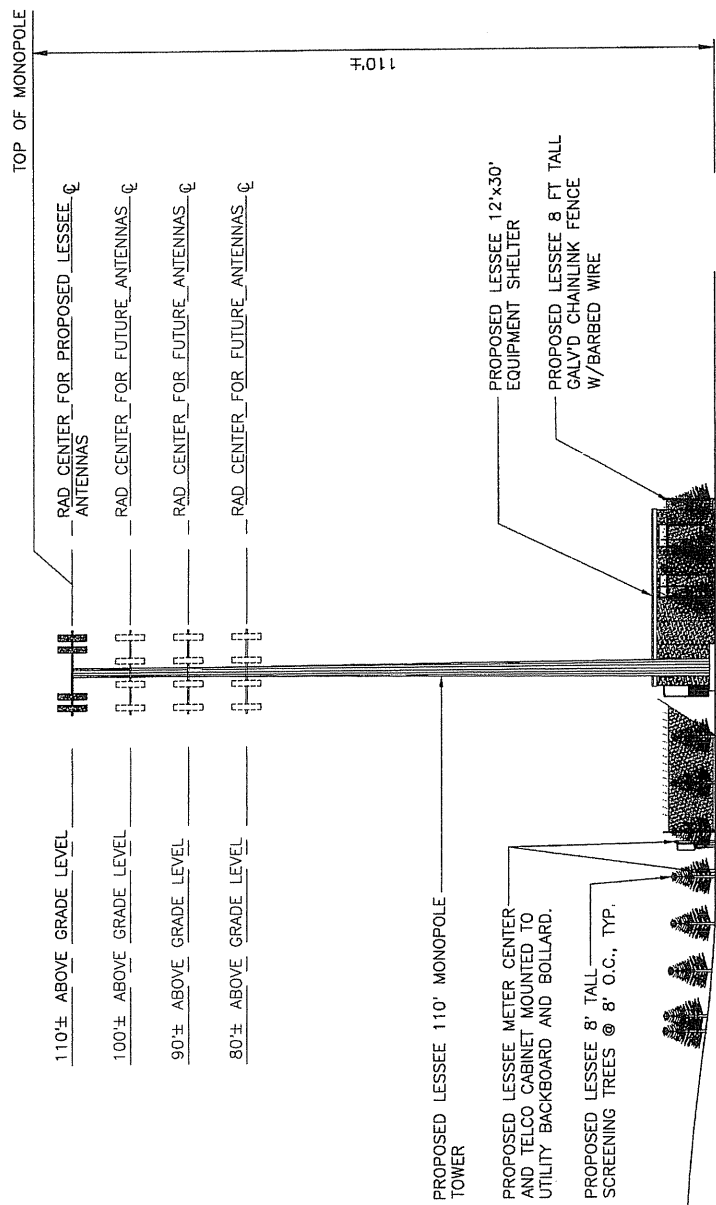


MILFORD EAST, CT
 MILFORD VACA
 631 ORANGE AVENUE
 MILFORD, CT

PROJECT NO:	00006
DRAWN BY:	DMG
CHECKED BY:	CFC
SCALE:	AS NOTED
DATE:	01/10/09

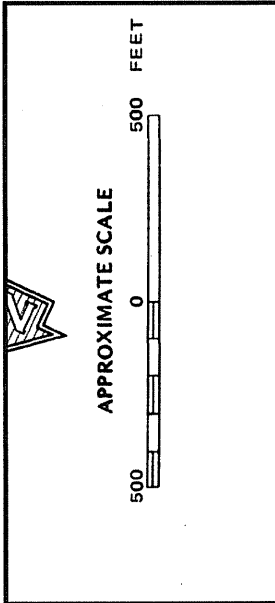
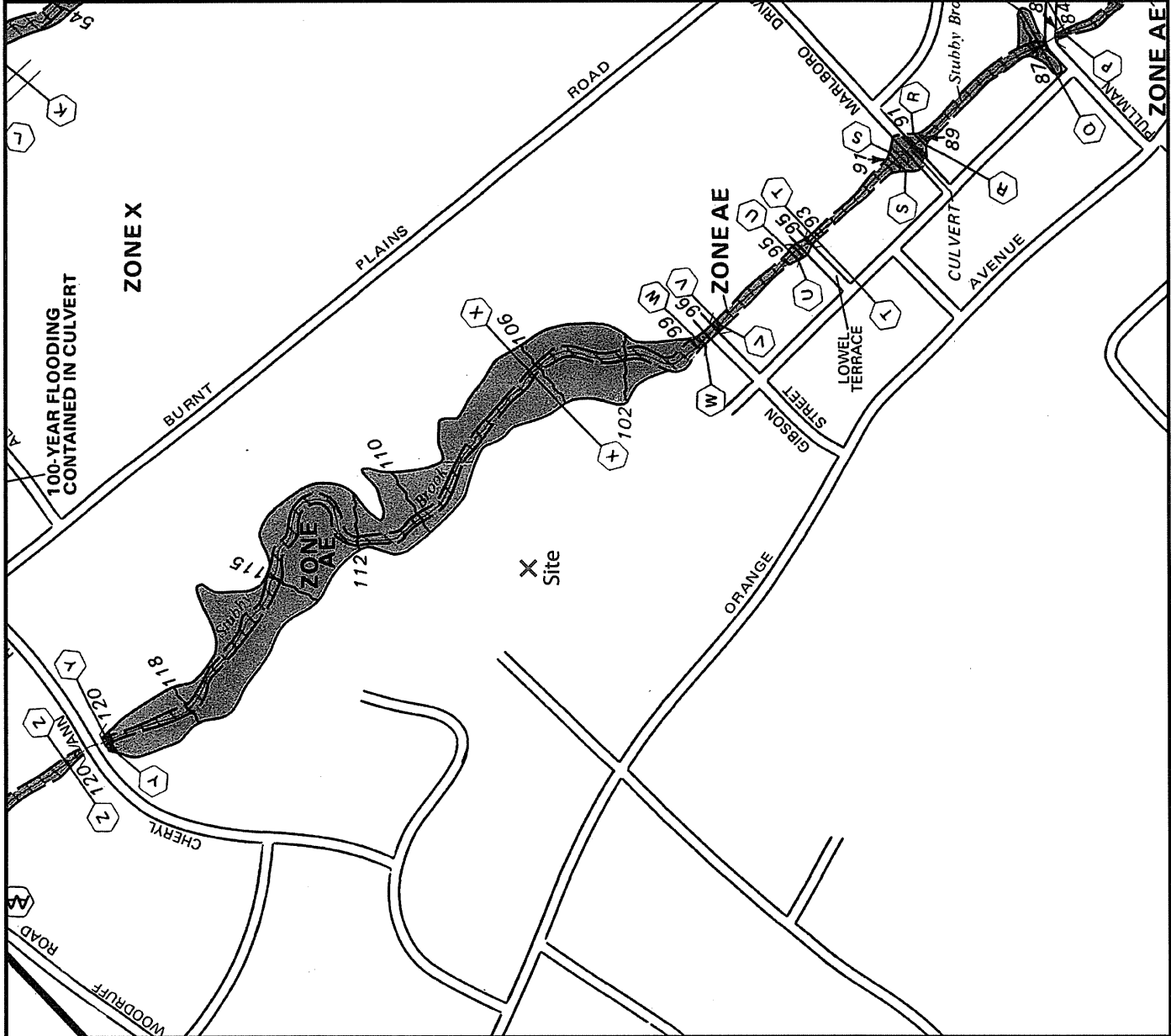
LEASE EXHIBIT

L-2
 DWG. 2 OF 2



1
 L-2
 SCALE: 1" = 20'

COMPOUND AND TOWER ELEVATION



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP

CITY OF MILFORD, CONNECTICUT
NEW HAVEN COUNTY

PANEL 2 OF 6
(SEE MAP INDEX FOR PANELS NOT PRINTED)

COMMUNITY-PANEL NUMBER
090082 0002 D

MAP REVISED:
JULY 2, 1987

Federal Emergency Management Agency

PLANNING AND DESIGN DIVISION

PANEL LOCATION

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

MILFORDE.SRP

 * Federal Airways & Airspace *
 * Summary Report *

File: MILFORDE

Location: Milford, CT
 Distance: 2 Statute Miles
 Direction: 213° (true bearing)

Latitude: 41°-15'-00.84" Longitude: 73°-02'-29.09"

SITE ELEVATION AMSL.....116 ft.
 STRUCTURE HEIGHT.....113 ft.
 OVERALL HEIGHT AMSL.....229 ft.

NOTICE CRITERIA

- FAR 77.13(a)(1): NNR (DNE 200 ft AGL)
- FAR 77.13(a)(2): NNR (DNE Notice Slope)
- FAR 77.13(a)(3): NNR (Not a Traverse Way)
- FAR 77.13(a)(4): PNR (Circling Approach Area)
- impact. FAR 77.13(a)(4): PNR (Straight-In Procedure. Check FAF distance for TERPS® BDR)
- impact. FAR 77.13(a)(4): PNR (Straight-In Procedure. Check FAF distance for TERPS® HVN)
- FAR 77.13(a)(5): NNR (Off Airport Construction)

Notice to the FAA is not required at the analyzed location and height.

- NR = Notice Required
- NNR = Notice Not Required
- PNR = Possible Notice Required

OBSTRUCTION STANDARDS

- FAR 77.23(a)(1): DNE 500 ft AGL
- FAR 77.23(a)(2): DNE - Airport Surface
- FAR 77.25(a): DNE - Horizontal Surface
- FAR 77.25(b): DNE - Conical Surface
- FAR 77.25(c): DNE - Primary Surface
- FAR 77.25(d): DNE - Approach Surface
- FAR 77.25(e): DNE - Transitional Surface

VFR TRAFFIC PATTERN AIRSPACE FOR: BDR: IGOR I SIKORSKY MEMORIAL

- Type: AIR RD: 37499 RB: 216.42 RE: 6
- FAR 77.23(a)(1): DNE
- FAR 77.23(a)(2): DNE - Greater Than 6 NM.
- VFR Horizontal Surface: DNE
- VFR Conical Surface: DNE
- VFR Approach Slope: DNE
- VFR Transitional Slope: DNE

VFR TRAFFIC PATTERN AIRSPACE FOR: HVN: TWEED-NEW HAVEN

- Type: AIR RD: 41992 RB: 83.27 RE: 5
- FAR 77.23(a)(1): DNE
- FAR 77.23(a)(2): DNE - Greater Than 6 NM.
- VFR Horizontal Surface: DNE
- VFR Conical Surface: DNE
- VFR Approach Slope: DNE
- VFR Transitional Slope: DNE

TERPS DEPARTURE PROCEDURE (FAA Order 8260.3, Volume 4)

- FAR 77.23(a)(3) Departure Surface Criteria (40:1)

MILFORDE.SRP

DNE Departure Surface

MINIMUM OBSTACLE CLEARANCE ALTITUDE (MOCA)
 FAR 77.23(a)(4) MOCA Altitude Enroute Criteria
 The Maximum Height Permitted is 500 ft AMSL

PRIVATE LANDING FACILITIES

FACIL IDENT	TYP	NAME	BEARING To FACIL	DISTANCE IN N.M.	DELTA ARP ELEVATION
CT46	HEL	MILFORD-ALEXANDER No Impact to Private Landing Facility Structure is beyond notice limit by 1301 feet.	155.12	1.037	+209
CT47	HEL	CONSUMER PRODUCTS DIV WARNER-L No Impact to Private Landing Facility Structure is beyond notice limit by 2401 feet.	172.46	1.218	+209
5CT2	HEL	HSI No Impact to Private Landing Facility Structure is beyond notice limit by 7614 feet.	86.07	2.076	+139
JSD	HEL	SIKORSKY No Impact to Private Landing Facility Structure is beyond notice limit by 10227 feet.	268.65	2.506	+209
CT89	HEL	ITT No Impact to Private Landing Facility Structure 98 ft below heliport.	289.84	4.399	-98
CT76	HEL	CHASE MANHATTAN BANK OF CT No Impact to Private Landing Facility Structure is beyond notice limit by 25107 feet.	264.47	4.955	+29
1CT2	HEL	YALE NEW HAVEN HOSPITAL No Impact to Private Landing Facility Structure is beyond notice limit by 29986 feet.	56.06	5.758	+10

AIR NAVIGATION ELECTRONIC FACILITIES

No Electronic Facilities Are within 25,000 ft

FCC AM PROOF-OF-PERFORMANCE

NOT REQUIRED: Structure is not near a FCC licensed AM
 radio station Proof-of-Performance is not required.
 Please review AM Station Report for details.

Nearest AM Station: WFIF @ 8125 meters.

Airspace® Summary Version 2008.11

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11-18-2008
 12:41:14

LAND LEASE AGREEMENT

This Agreement, made this 4th day of August 2008 between Central Connecticut Coast Young Men's Christian Association, Inc., with its principal offices located at 1240 Chapel Street, New Haven CT 06511, hereinafter designated LESSOR and Cellco Partnership, a Delaware general partnership, d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. The LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

1. PREMISES. LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 631 Orange Avenue, Milford, Connecticut, and being described as a 100' by 100' parcel containing 10,000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a thirty (30') foot wide right-of-way extending from the nearest public right-of-way, Orange Avenue, to the Land Space, and for the installation and maintenance of underground utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the Town of Milford as Map107, Block 835, Lot 7 and is further described in Volume 606 at Page 326 as recorded in the Town of Milford Land Records.

In the event any public utility is unable to use the Rights of Way, the LESSOR hereby agrees to grant an additional right-of-way either to the LESSEE or to the public utility at no cost to the LESSEE.

2. SURVEY. LESSOR also hereby grants to LESSEE the right to survey the Property and the Premises, and said survey shall then become Exhibit "B" which shall be attached hereto and made a part hereof, and shall control in the event of boundary and access discrepancies between it and Exhibit "A". Cost for such work shall be borne by the LESSEE.

3. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental for the first lease year of [REDACTED] Dollars (\$ [REDACTED]) to be paid in equal monthly installments on the first day of the month, in advance, to YMCA or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. Rent for each year after the first lease year shall increase by [REDACTED] % over the

rent for each preceding year. The Agreement shall commence based upon the date LESSEE is granted a building permit by the governmental agency charged with issuing such permits, or the date of execution of the Agreement by the Parties, whichever is later. In the event the date at which LESSEE is granted a building permit or the date of execution of the Agreement, whichever is applicable, falls between the 1st and 15th of the month, the Agreement shall commence on the 1st of that month and if such date falls between the 16th and 31st of the month, then the Agreement shall commence on the 1st day of the following month (either the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) shall not actually be sent by LESSEE until thirty (30) days after the Commencement Date. By way of illustration of the preceding sentence, if the Commencement Date is January 1, LESSEE shall send to the LESSOR the rental payments for January 1 and February 1 by February 1. As additional rent hereunder the LESSEE shall pay the LESSOR a one-time fee of [REDACTED] (\$ [REDACTED]) as a sign-on bonus payable within thirty (30) days of full execution of this Agreement.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. LESSOR hereby agrees to provide to LESSEE certain documentation (the "Rental Documentation") evidencing LESSOR's interest in, and right to receive payments under, this Agreement, including without limitation: (i) documentation, acceptable to LESSEE in LESSEE's reasonable discretion, evidencing LESSOR's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to LESSEE, for any party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation requested by LESSEE in LESSEE's reasonable discretion. LESSEE shall pay reasonable costs associated LESSOR obtaining and providing other documentation as provided under this section 3(b) (iii). From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. The Rental Documentation shall be provided to LESSEE in accordance with the provisions of and at the address given in Paragraph 23. Delivery of Rental Documentation to LESSEE shall be a prerequisite for the payment of any rent by LESSEE and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments until Rental Documentation has been supplied to LESSEE as provided herein.

Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall provide to LESSEE Rental Documentation in the manner set forth in the preceding paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from LESSEE, any assignee(s) or transferee(s) of LESSOR agrees to provide updated Rental Documentation in a form reasonably acceptable to LESSEE. Delivery of Rental Documentation to LESSEE by any assignee(s), transferee(s) or other successor(s) in interest of LESSOR shall be a prerequisite for the payment of any rent by LESSEE to such party and notwithstanding anything to the contrary herein, LESSEE shall have no obligation to make any rental payments to any assignee(s), transferee(s) or other successor(s) in interest of LESSOR until Rental Documentation has been supplied to LESSEE as provided herein.

4. EXTENSIONS. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

5. EXTENSION RENTALS. For each year of the extension terms, the rent shall increase by % over the rent for each preceding year.

6. ADDITIONAL EXTENSIONS. If at the end of the fourth (4th) five (5) year extension term this Agreement has not been terminated by either Party by giving to the other written notice of an intention to terminate it at least three (3) months prior to the end of such term, this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of five (5) years and for five (5) year terms thereafter until terminated by either Party by giving to the other written notice of its intention to so terminate at least three (3) months prior to the end of such term. Annual rental for each such additional five (5) year term shall be equal to one hundred three percent (103%) of the annual rental payable with respect to the immediately preceding year. The initial term and all extensions shall be collectively referred to herein as the "Term".

7. TAXES. LESSEE shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property which LESSOR demonstrates is the result of LESSEE's use of the Premises and/or the installation, maintenance, and operation of the LESSEE's improvements, and any sales tax imposed on the rent (except to the extent that LESSEE is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which LESSOR demonstrates arises from the LESSEE's improvements and/or LESSEE's use of the Premises. LESSOR and LESSEE shall each be responsible for the payment of any taxes, levies, assessments and other charges imposed including franchise and similar taxes imposed upon the business conducted by LESSOR or LESSEE at the Property. Notwithstanding the foregoing, LESSEE shall not have the obligation to pay any tax, assessment, or charge that LESSEE is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making LESSEE liable for any portion of LESSOR's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, LESSOR shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith

and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

8. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a communications facility and uses incidental thereto. LESSEE acknowledges that the Property is used as a summer camp between the dates of June 15th and August 31st ("Summer Camp") and LESSEE shall use its best efforts to avoid any major construction of the communications facility during that time. Notwithstanding the above, LESSOR may access the site during Summer camp for regular maintenance and installation. A security fence consisting of chain link construction or similar but comparable construction may be placed around the perimeter of the Premises at the discretion of LESSEE and LESSEE shall landscape the Perimeter of the Premises with 6-8 foot pine or spruce, two deep along with additional screening shrubs which shall be maintained at by LESSEE and replaced in the event that they die (not including the access easement). Final landscape plan shall be submitted to Lessor for review and approval prior construction of the communications facilities which approval shall not be unreasonably withheld, conditioned or delayed. All improvements, equipment, antennas and conduits shall be at LESSEE's expense and their installation shall be at the discretion and option of LESSEE. LESSEE shall have the right to replace, repair, add or otherwise modify its utilities, equipment, antennas and/or conduits or any portion thereof and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached hereto, during the Term. LESSEE will repair any damage caused to the YMCA's facilities by the operation, construction or maintenance of the communications facility. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively the "Governmental Approvals") that may be required by any Federal, State or Local authorities as well as satisfactory soil boring tests which will permit LESSEE use of the Premises as set forth above. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. In the event that (i) any of such applications for such Governmental Approvals should be finally rejected; (ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that such Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that any soil boring tests are unsatisfactory; (v) LESSEE determines that the Premises is no longer technically compatible for its use, or (vi) LESSEE, in its sole discretion, determines that it will be unable to use the Premises for its intended purposes, LESSEE shall have the right to terminate this Agreement. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in writing by certified mail, return receipt requested, and shall be effective upon the mailing of such notice by LESSEE, or upon such later date as designated by LESSEE. All rentals paid to said termination date shall be retained by LESSOR. Upon such termination, this Agreement shall be of no further force or effect except to the extent of the representations, warranties and indemnities made by each Party to the other hereunder. Otherwise, the LESSEE shall have no further obligations for the payment of rent to LESSOR.

9. INDEMNIFICATION. Subject to Paragraph 10 below, each Party shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property

damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents.

10. INSURANCE.

a. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Premises or to the Property, resulting from any fire, or other casualty of the kind covered by standard fire insurance policies with extended coverage, regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Premises or the Property shall waive the insurer's right of subrogation against the other Party.

b. LESSOR and LESSEE each agree that at its own cost and expense, each will maintain commercial general liability insurance with limits not less than \$1,000,000 for injury to or death of one or more persons in any one occurrence and \$500,000 for damage or destruction to property in any one occurrence. LESSOR and LESSEE each agree that it will include the other Party as an additional insured.

11. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

12. ANNUAL TERMINATION. Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate this Agreement upon the annual anniversary of the Commencement Date provided that three (3) months prior notice is given to LESSOR.

13. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other lessees of the Property which existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE in writing of such interference, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such equipment and later powering up such equipment for intermittent testing. In no event will LESSOR be entitled to terminate this Agreement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue. LESSOR agrees that LESSOR and/or any other tenants of the Property who currently have or in the future take

possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. LESSEE shall, upon expiration of the Term, or within ninety (90) days after any earlier termination of the Agreement, remove its building(s), antenna structure(s), utility lines, and footings one (1) foot below grade, equipment, conduits, fixtures and all personal property and restore the Premises to its original condition including replacement of any grass unearthed during the demolition process, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws (as defined in Paragraph 33 below). If such time for removal causes LESSEE to remain on the Premises after termination of this Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the building, antenna structure, fixtures and all personal property are completed.

15. HOLDOVER. LESSEE has no right to retain possession of the Premises or any part thereof beyond the expiration of that removal period set forth in Paragraph 14 herein, unless the Parties are negotiating a new lease or lease extension in good faith. In the event that the Parties are not in the process of negotiating a new lease or lease extension in good faith, LESSEE holds over in violation of Paragraph 14 and this Paragraph 15, then the rent then in effect payable from and after the time of the expiration or earlier removal period set forth in Paragraph 14 shall be increased to one hundred and fifty percent (150%) of the rent applicable during the month immediately preceding such expiration or earlier termination.

16. RIGHT OF FIRST REFUSAL. If LESSOR elects, during the Term (i) to sell or otherwise transfer all or any portion of the Property, whether separately or as part of a larger parcel of which the Property is a part, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, with or without an assignment of this Agreement to such third party, LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the same terms and conditions of such offer. If LESSEE fails to meet such bona fide offer within thirty (30) days after written notice thereof from LESSOR, LESSOR may sell or grant the easement or interest in the Property or portion thereof to such third person in accordance with the terms and conditions of such third party offer. For purposes of this Paragraph, any transfer, bequest or devise of LESSOR's interest in the Property as a result of the death of LESSOR,

whether by will or intestate succession, shall not be considered a sale of the Property for which LESSEE has any right of first refusal.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term decide (i) to sell or transfer all or any part of the Property to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Property occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of this Agreement.

18. QUIET ENJOYMENT. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.

19. TITLE. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.

20. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties or in a written acknowledgment in the case provided in Paragraph 3. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

21. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of the State in which the Property is located.

22. ASSIGNMENT. This Agreement may be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder. LESSEE may sublet the Premises within its sole discretion, upon notice to LESSOR. Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns, heirs and legal representatives of the respective Parties hereto.

23. NOTICES. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Central Connecticut Coast Young
Men's Christian Association, Inc.
Alan Hurst, Vice President & CFO
1240 Chapel Street
New Haven, CT 06511

LESSEE: Celco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. SUCCESSORS. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

25. SUBORDINATION AND NON-DISTURBANCE. At LESSOR's option, this Agreement shall be subordinate to any mortgage or other security interest by LESSOR which from time to time may encumber all or part of the Property or right-of-way; provided, however, every such mortgage or other security interest shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause. In

the event the Property is encumbered by a mortgage or other security interest, the LESSOR immediately after this Agreement is executed, will obtain and furnish to LESSEE, a non-disturbance agreement for each such mortgage or other security interest in recordable form. In the event the LESSOR defaults in the payment and/or other performance of any mortgage or other security interest encumbering the Property, LESSEE, may, at its sole option and without obligation, cure or correct LESSOR's default and upon doing so, LESSEE shall be subrogated to any and all rights, titles, liens and equities of the holders of such mortgage or security interest and the LESSEE shall be entitled to deduct and setoff against all rents that may otherwise become due under this Agreement the sums paid by LESSEE to cure or correct such defaults.

26. RECORDING. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

27. DEFAULT.

a. In the event there is a breach by LESSEE with respect to any of the provisions of this Agreement or its obligations under it, including the payment of rent, LESSOR shall give LESSEE written notice of such breach. After receipt of such written notice, LESSEE shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided LESSEE shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSEE commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSOR may not maintain any action or effect any remedies for default against LESSEE unless and until LESSEE has failed to cure the breach within the time periods provided in this Paragraph.

b. In the event there is a breach by LESSOR with respect to any of the provisions of this Agreement or its obligations under it, LESSEE shall give LESSOR written notice of such breach. After receipt of such written notice, LESSOR shall have thirty (30) days in which to cure any such breach, provided LESSOR shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and LESSOR commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. LESSEE may not maintain any action or effect any remedies for default against LESSOR unless and until LESSOR has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement if LESSOR fails, within five (5) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR if the failure to perform such an obligation interferes with LESSEE's ability to conduct its business on the Property; provided, however, that if the nature of LESSOR's obligation is such that more than five (5) days after such notice is reasonably required for its performance, then it shall not be a default under this Agreement if performance is commenced within such five (5) day period and thereafter diligently pursued to completion.

28. REMEDIES. Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation on the defaulting Party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located; provided, however, LESSOR shall use reasonable efforts to mitigate its damages in connection with a default by LESSEE. If LESSEE so performs any of LESSOR's obligations hereunder, the full amount of the reasonable and actual cost and expense incurred by LESSEE shall immediately be owing by LESSOR to LESSEE, and LESSOR shall pay to LESSEE upon demand the full undisputed amount thereof with interest thereon from the date of payment at the greater of (i) ten percent (10%) per annum, or (ii) the highest rate permitted by applicable Laws. Notwithstanding the foregoing, if LESSOR does not pay LESSEE the full undisputed amount within thirty (30) days of its receipt of an invoice setting forth the amount due from LESSOR, LESSEE may offset the full undisputed amount, including all accrued interest, due against all fees due and owing to LESSOR until the full undisputed amount, including all accrued interest, is fully reimbursed to LESSEE.

29. ENVIRONMENTAL.

a. LESSOR will be responsible for all obligations of compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or concerns as may now or at any time hereafter be in effect, that are or were in any way related to activity now conducted in, on, or in any way related to the Property, unless such conditions or concerns are caused by the specific activities of LESSEE in the Premises.

b. LESSOR shall hold LESSEE harmless and indemnify LESSEE from and assume all duties, responsibility and liability at LESSOR's sole cost and expense, for all duties, responsibilities, and liability (for payment of penalties, sanctions, forfeitures, losses, costs, or damages) and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is in any way related to: a) failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene concerns or conditions as may now or at any time hereafter be in effect, unless such non-compliance results from conditions caused by LESSEE; and b) any environmental or industrial hygiene conditions arising out of or in any way related to the condition of the Property or activities conducted thereon, unless such environmental conditions are caused by LESSEE.

c. LESSEE will not in violation of any applicable law, introduce or use on the Property or the Premises any substance, chemical or waste that is identified as hazardous,

toxic or dangerous in any applicable federal, state or local law or regulation ("collectively "Hazardous Substance") and LESSEE will indemnify, defend and hold harmless the LESSOR from and against all claims arising out LESSEE's breach of this section 29 (c). The LESSEE's obligation under this section shall survive the termination of this Agreement.

30. CASUALTY. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, terminate this Agreement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which LESSEE's use of the Premises is impaired.

31. CONDEMNATION. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Property, LESSEE, in LESSEE's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, LESSEE may, at LESSEE's option, to be exercised in writing within fifteen (15) days after LESSOR shall have given LESSEE written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to the equipment, conduits, fixtures, its relocation costs and its damages and losses (but not for the loss of its leasehold interest). Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If LESSEE does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, LESSOR shall promptly repair any damage to the Premises caused by such condemning authority.

32. SUBLEASING. LESSEE may sublease any portion of the Premises at its sole discretion, upon notice to LESSOR Any sublease that is entered into by LESSEE shall be subject to the provisions of this Agreement and shall be binding upon the successors, assigns,

heirs and legal representatives of the respective parties hereto. The term "Sublease", "Sublet", "Sublessee" and any other similar term shall apply to any situation by which LESSEE allows a third party use of the Property for co-location, whether it be by formal sublease, license or other agreement. All rights and responsibilities of LESSEE set forth in this Agreement shall be enjoyed by and binding on any Sublessee.

(a) In the event LESSEE subleases any portion of the Premises, in accordance with this Agreement, any rental paid by any Sublessee(s) shall be divided between the LESSOR and the LESSEE in the following manner: 30% to LESSOR and 70% to LESSEE. Any Sublessee shall be instructed to pay the foregoing percentage amounts directly to the LESSOR and the LESSEE. The LESSEE shall not be responsible to the LESSOR for the collection or payment of rents by the Sublessee to the LESSOR, and the LESSEE shall have no liability to the LESSOR in the event of failure of payment by Sublessee.

(b) It is understood and agreed by the Parties that the foregoing rental percentage amounts shall only apply if the LESSEE is able to accommodate all of Sublessee's facilities within LESSEE's Premises. If the LESSEE is unable to accommodate any or part of Sublessee's facilities within the Premises, then LESSOR may enter into an agreement with the Sublessee for a portion of the property that Sublessee requires to locate its facilities. In this event, LESSEE shall receive 100% of the rental for that portion of the facilities that are located within the limits of the Premises and LESSOR shall receive 100% of the rental, negotiated by the LESSOR and Sublessee, for the portion of Sublessee's facilities that are located on the property outside LESSEE's Premises. .

(c) Notwithstanding any other provision of this Agreement, the LESSEE shall not be required to obtain approval from the LESSOR for the Subletting of the Property or part thereof. The LESSEE shall have the sole right to determine whether it will Sublet any portion of the Premises or whether it will sublease to any specific Sublessee. LESSEE shall not enter into any sublease agreements for zero consideration or nominal consideration or space swap type arrangements.

33. SUBMISSION OF AGREEMENT/PARTIAL INVALIDITY/AUTHORITY. The submission of this Agreement for examination does not constitute an offer to lease the Premises and this Agreement becomes effective only upon the full execution of this Agreement by the Parties. If any provision herein is invalid, it shall be considered deleted from this Agreement and shall not invalidate the remaining provisions of this Agreement. Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on such Party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Agreement.

34. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall,

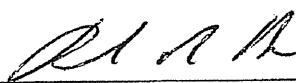
in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (a) all Federal, State and Local Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use); and (b) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

35. SURVIVAL. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

36. CAPTIONS. The captions contained in this Agreement are inserted for convenience only and are not intended to be part of the Agreement. They shall not affect or be utilized in the construction or interpretation of the Agreement.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: Central Connecticut Coast Young
Men's Christian Association, Inc.,

By: 
Alan R. Hurst

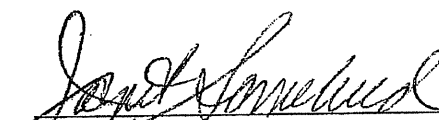

Its: Vice President, CFO

LESSEE: Cellco Partnership, a Delaware
general partnership, d/b/a Verizon Wireless

By: 
David R. Heverling

Its: Network Vice President- Northeast Area

8408


WITNESS



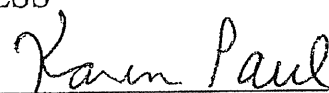

WITNESS


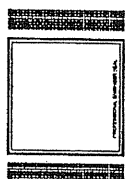
Exhibit "A"

(Sketch of Premises within Property)

REVISIONS	
A.	INITIAL LEASE EXHIBIT - REVISED
B.	DATE: LEASE EXHIBIT
C.	DATE: REVISED LEASE EXHIBIT

Cellco Partnership
d.b.a. **verizon** wireless

NATCOMMI
203.486.6599
203.486.3367
natcommi.com
1000 N. Dixwell Ave.
Branford, CT 06405

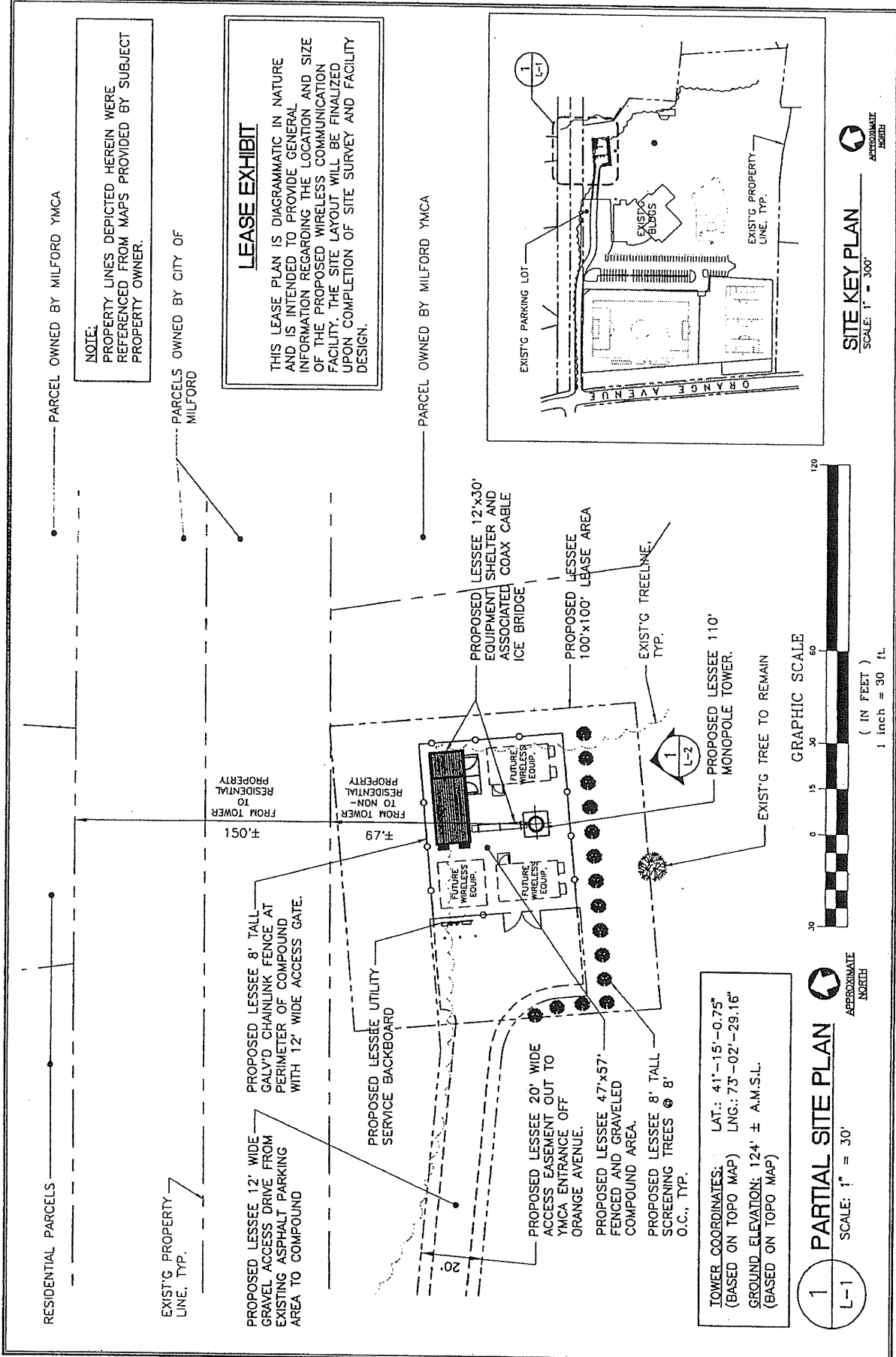


MILFORD EAST, CT
MILFORD YMCA
85
MILFORD, CT

PROJECT NO.: 0006
DRAWN BY: DMJ
CHECKED BY: CFC
SCALE: AS NOTED
DATE: 01/09/08

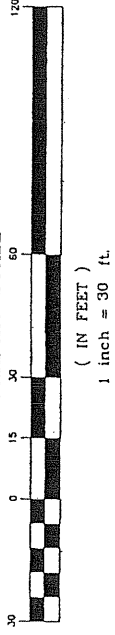
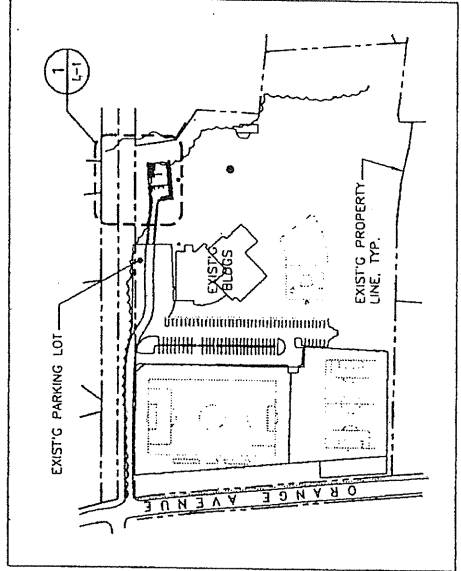
LEASE EXHIBIT

L-1
CIVIL, 1 of 2



NOTE:
PROPERTY LINES DEPICTED HEREIN WERE REFERENCED FROM MAPS PROVIDED BY SUBJECT PROPERTY OWNER.

LEASE EXHIBIT
THIS LEASE PLAN IS DIAGRAMMATIC IN NATURE AND IS INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION AND SIZE OF THE PROPOSED WIRELESS COMMUNICATION FACILITY. THE SITE LAYOUT WILL BE FINALIZED UPON COMPLETION OF SITE SURVEY AND FACILITY DESIGN.



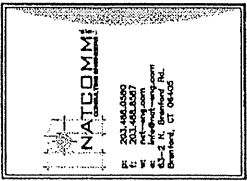
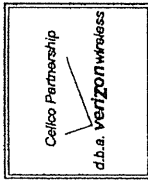
1 PARTIAL SITE PLAN
SCALE: 1" = 30'
APPROXIMATE NORTH

TOWER COORDINATES: LAT.: 41°-15'-0.75"
(BASED ON TOPO MAP) LNG.: 73°-02'-29.16"
GROUND ELEVATION: 124' ± A.M.S.L.
(BASED ON TOPO MAP)

LEASE EXHIBIT

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REVISIONS	
A	01/10/14 LEASE EXHIBIT - REVIEW
B	05/12/14 LEASE EXHIBIT
C	07/24/14 REVISED LEASE EXHIBIT

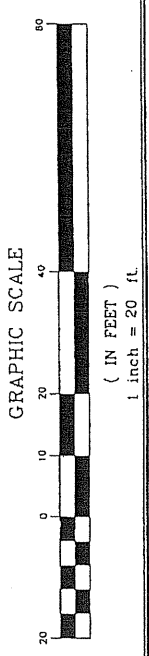
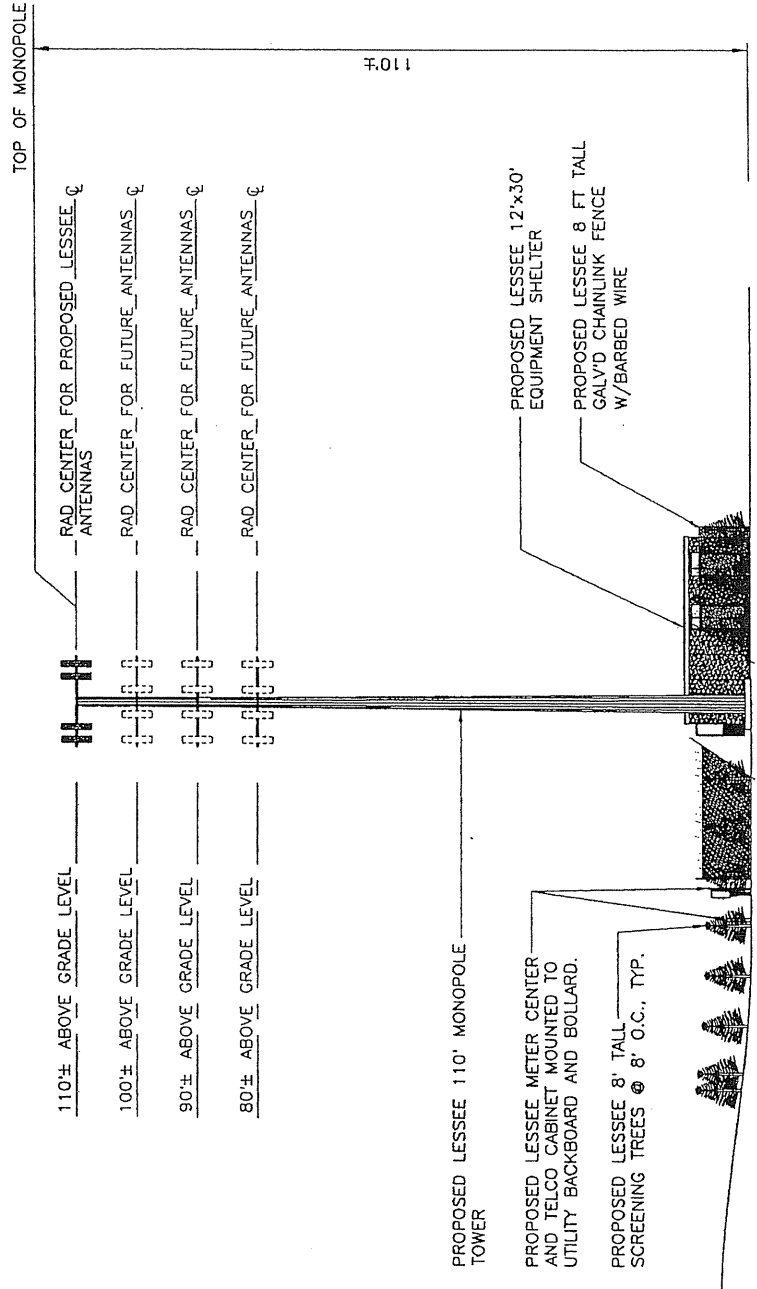


MILFORD EAST, CT
 MILFORD YALCA
 631 ORANGE AVENUE
 MILFORD, CT

PROJECT NO:	06006
DRAWN BY:	DWG
CHECKED BY:	CPC
SCALE:	AS NOTED
DATE:	01/10/14

LEASE EXHIBIT

L-2
 DWG. 2 OF 2



1
L-2
COMPOUND AND TOWER ELEVATION
 SCALE: 1" = 20'

NOTICE OF LEASE

Pursuant to section 47-19 of the General Statutes of Connecticut (1958 Revision as amended), the undersigned hereby give notice of the following:

1. Parties to Lease Agreement:

LESSOR:

Central Connecticut Coast Young Men's Christian Association, Inc.,
1240 Chapel Street,
New Haven, Connecticut 06511

LESSEE:

Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, NJ 07921

2. Date of Execution of said Lease:

As of *August 4*, 2008

3. Description of Premises, in the form contained in said Lease:

LESSOR hereby leases to LESSEE a portion of that certain parcel of property (the entirety of LESSOR's property is referred to hereinafter as the Property), located at 631 Orange Avenue, Milford, Connecticut, and being described as a 100' by 100' parcel containing 10,000 square feet (the "Land Space"), together with the non-exclusive right (the "Rights of Way") for ingress and egress, seven (7) days a week twenty-four (24) hours a day, on foot or motor vehicle, including trucks over or along a thirty (30') foot wide right-of-way extending from the nearest public right-of-way, Orange Avenue, to the Land Space, and for the installation and maintenance of underground utility wires, poles, cables, conduits, and pipes over, under, or along one or more rights of way from the Land Space, said Land Space and Rights of Way (hereinafter collectively referred to as the "Premises") being substantially as described herein in Exhibit "A" attached hereto and made a part hereof. The Property is also shown on the Tax Map of the Town of Milford as Map107, Block 835, Lot 7 and is further described in Volume 606 at Page 326 as recorded in the Town of Milford Land Records.

4. Term of Lease:

The Lease shall be for an initial term of five years.

5. Rights of Extension or Renewal:


This Agreement shall automatically be extended for four (4) additional five (5) year terms unless the Lease terminates it at the end of the then current term by giving the

LESSOR written notice of the intent to terminate at least ninety (90) days prior to the end of the then current term.

This Notice of Lease has been executed pursuant to the Lease for recording purposes only, does not purport to include all the provisions of the Lease, and is not intended nor deemed to amend, supplement or vary the terms and provisions of the Lease. In the event of any conflict between the provisions of this Notice of Lease and the provisions of the Lease, the provisions of the Lease shall control.

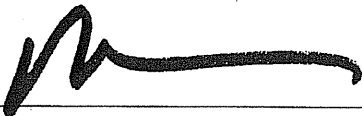
IN WITNESS WHEREOF, Lessor and Lessee have executed this Notice of Lease under seal as of the 4th day of August, 2008.

Lessor:
Central Connecticut Coast Young Men's
Christian Association, Inc.,

By: 

Alan R. Hurst
Vice President & CFO

Lessee:
Cellco Partnership
d/b/a Verizon Wireless

By: 

David R. Heverling
Network Vice President, Northeast Area
8408

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF *Worcester*

On this 4 day of Aug. 2008, before me came the above named David R. Heverling, Network Vice President of Cellco Partnership d/b/a Verizon Wireless, to me known, whom being duly sworn, did acknowledge that the foregoing instrument to be his free act and deed and the free act and deed of Cellco Partnership.



DIANE GAZZOLA
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
NOVEMBER 13, 2009

Diane Gazzola

Notary Public

My Commission Expires:

STATE OF CONNECTICUT

STATE OF *Connecticut*)
)
COUNTY OF *New Haven*)

SS

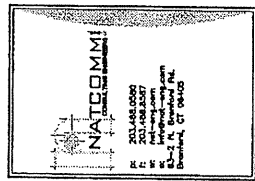
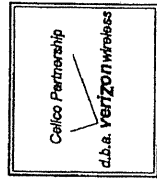
July 3, 2008

Personally appeared, Alan R. Hurst, Vice President and CFO of Central Connecticut Coast Young Men's Christian Association, Inc., signer and sealer of the foregoing instrument and acknowledged the same to be his free act and deed as Vice President and CFO of Central Connecticut Coast Young Men's Christian Association, Inc. and the free act and deed of said corporation, before me.

Judith A. Johnson

Notary Public
My commission Expires: 04/30/10

REVISIONS	
A.	DATE: [] [] []
B.	DATE: [] [] []
C.	DATE: [] [] []

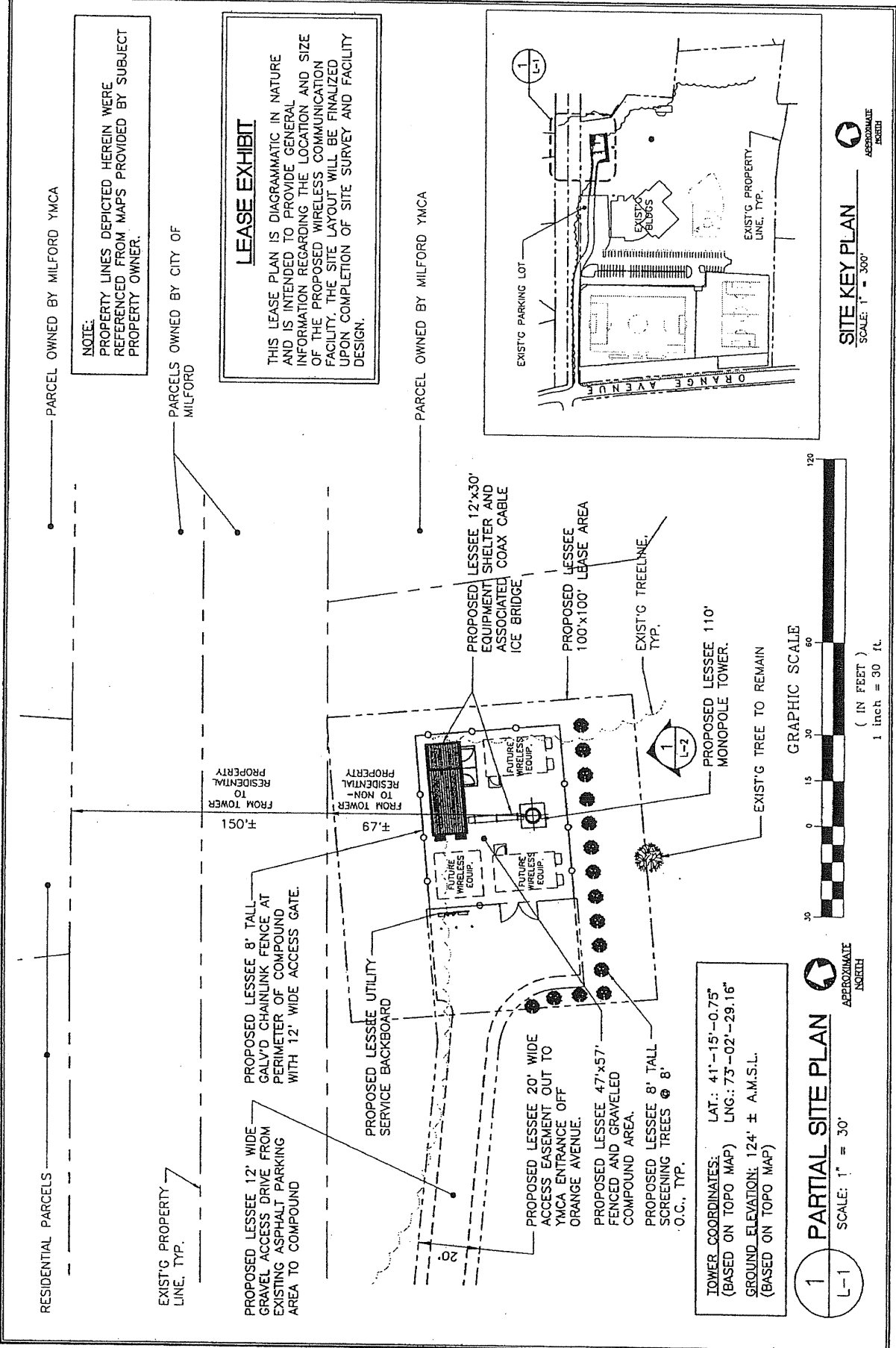


MILFORD EAST, CT
 MILFORD YMCA
 631 ORANGE AVENUE
 MILFORD, CT

PROJECT NO:	00008
DRAWN BY:	DMJ
CHECKED BY:	CFC
SCALE:	AS NOTED
DATE:	01/09/08

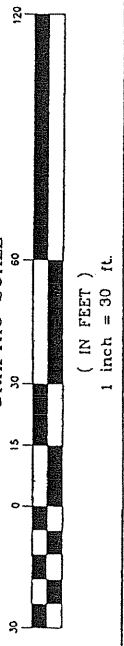
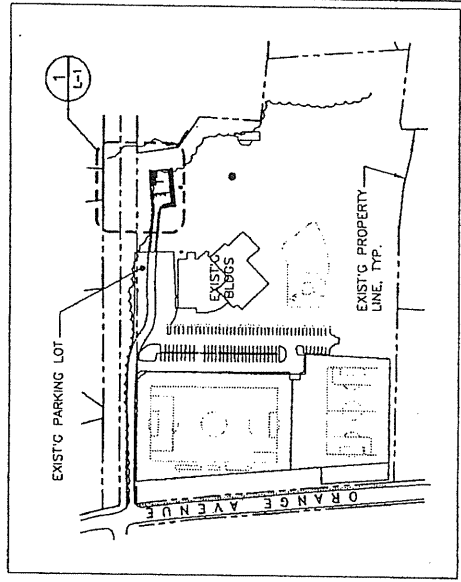
LEASE EXHIBIT

L-1
 DWG. 1 OF 2



NOTE:
 PROPERTY LINES DEPICTED HEREIN WERE REFERENCED FROM MAPS PROVIDED BY SUBJECT PROPERTY OWNER.

LEASE EXHIBIT
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TOWER COORDINATES: LAT.: 41°-15'-0.75"
 (BASED ON TOPO MAP) LNG.: 73°-02'-29.16"
GROUND ELEVATION: 124' ± A.M.S.L.
 (BASED ON TOPO MAP)

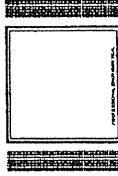
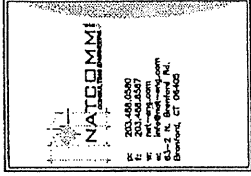
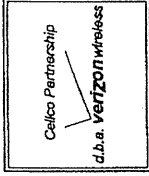
1 PARTIAL SITE PLAN
 SCALE: 1" = 30'
 APPROXIMATE NORTH

1 SITE KEY PLAN
 SCALE: 1" = 300'
 APPROXIMATE NORTH

LEASE EXHIBIT

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REVISIONS	
A	ISSUE FOR CONSTRUCTION
B	ISSUE FOR CONSTRUCTION
C	ISSUE FOR CONSTRUCTION

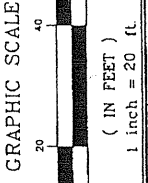
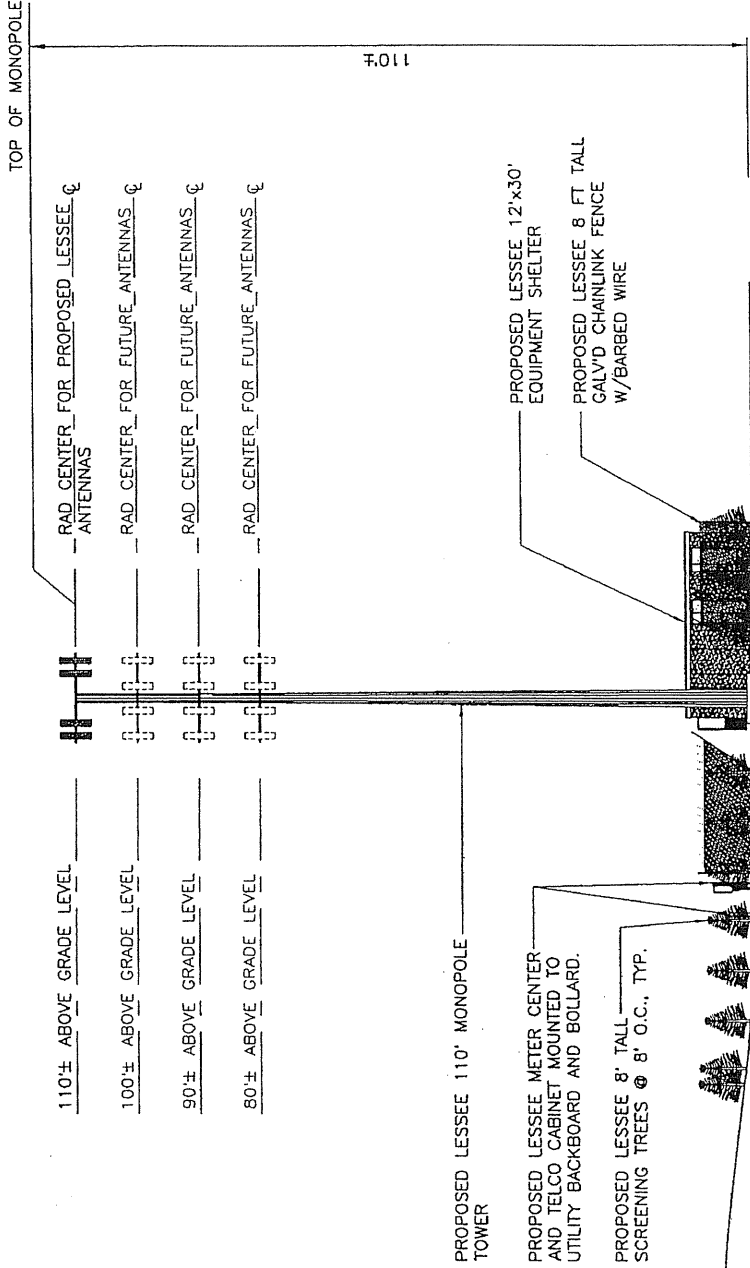


MILFORD EAST, CT
 MILFORD YVCA
 83 ORANGE AVENUE
 MILFORD, CT

PROJECT NO:	06006
DRAWN BY:	DJP
CHECKED BY:	CFC
SCALE:	AS NOTED
DATE:	8/10/06

LEASE EXHIBIT

L-2
 DWG. 2 OF 2



1 COMPOUND AND TOWER ELEVATION

SCALE: 1" = 20'

L-2